

Influencer Agreement

MILLENNIAL PS

This Influencer Agreement, hereinafter referred to as "Agreement", is entered into and made effective as of October 14, 2021. (the "Effective Date") by and between the following parties:

Advertiser: **MILLENNIAL PLASTIC SURGERY**

Full Name: Melissa James

Influencer:

Full Name: Melissa James

Address: 11122 Camacho St N. Hollywood CA 91605

Email: Melissa.james@mls.com 281 902 1111

Birth Date (M/D/Y): 02/11/90 PayPal (pay to the order of): Melissa James

The parties may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Advertiser wishes to advertise certain products and/or services;

WHEREAS, Influencers social media reach is valuable for the advertising, promotion, and sale of such products;

WHEREAS, the Parties desire to enter into an agreement whereby the Influencer will promote and sell Advertiser's products and services as described below;

YouTube, IG, Twitter.
2 posts a month tagging company
one one plat term for year

WHEREAS, the Parties wish to establish a written document between them covering the terms and conditions of their agreement;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

ARTICLE 1 - AGREEMENT:

Within this Agreement, the Influencers agrees to promote and sell the following of Advertiser's Products and Services on Influencer's social media described further below:

- Minimum 1x/MONTH: IG Story, IG Post, Facebook, Twitter, TIK Tok
- MUST POST PERMANENT IG POST at 1 month, 6 months, and 1 year
- For every post, you MUST tag our IG (@millennialplasticsurgery and @millennialmedspa) AND post it on your IG STORY
- PLEASE REFER TO SOCIAL MEDIA CONTRACT

ARTICLE 2 - TERM & TERMINATION:

This agreement shall terminate automatically when the Campaign described below has been completed (the "Termination Date").

The first 3 months will be used as a Pre-Assessment phase with 15% commission if the Influencer fits all criteria. Influencer will be able to keep individual track of sale traffic directly through Shopify by Reversion - Affiliate Tracking" app. Influencers assigned PROMO CODE information: Mehgan10

After the initial 3 months, the Parties may revisit the pitch with a possibility of paid monthly retainer.

This agreement may be terminated by either Party, upon notice in writing:

- a. If the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
- b. If the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform.

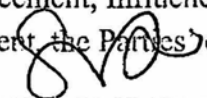
This agreement may also be terminated by the Advertiser at any time with or without cause. Advertiser specifically reserves the right to terminate this agreement if Influencer violates any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Advertiser or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material.

If this Agreement is terminated prior to the Termination Date, Advertiser shall pay Influencer any and all fees earned but not paid out prior to termination, unless Influencer fails to follow the terms of this Agreement and Advertiser terminates for breach. In such a case, Influencer forfeits all rights, including the right to any unclaimed fees.

At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

**INFLUENCER WILL BE CHARGED THE FULL AMOUNT OF SURGERY
IF THE INFLUENCER DOES NOT COMPLY WITH TERMS.**

ARTICLE 3 - EXCLUSIVITY:

The Parties agree that this Agreement creates an exclusive relationship between Advertiser and Influencer. Throughout the Term of this Agreement, Influencer may not work with any other advertiser. Upon termination of this Agreement, the Parties' exclusive relationship ends. Please sign 'exclusivity' (if applicable): 

ARTICLE 4 - FTC COMPLIANCE:

Material disclosures and compliance with FTC Guidelines. When publishing posts/statuses about the Advertiser's products or services, the Influencer must clearly disclose his/her "material connection" with the Advertiser, including the fact that the Influencer was given any consideration, was provided with certain experiences, or is being paid for a particular service. The above disclosure should be clear and prominent and made in close proximity to any statements that the Influencer makes about the Advertiser or the Advertiser's products or services. Please note that this disclosure is required regardless of any space limitations of the medium (e.g. Twitter), where the disclosure can be made via hashtags, e.g. #sponsored.

The Influencer's statements should always reflect the Influencer's honest and truthful opinions and actual experiences. The Influencer should only make factual statements about the Advertiser or the Advertiser's products which the Influencer knows for certain are true and can be verified.

ARTICLE 5 - COLLATERAL DETAILS:

The Advertiser shall provide the necessary content and briefing materials to enable the Influencer to perform the Influencer marketing services. If the Influencer has obtained employees or agents (the "Influencer Personnel"), the Influencer shall be solely responsible for all costs associated with the Influencer Personnel.

ARTICLE 6 - ITEMS TO AVOID IN INFLUENCER POSTS:

The Influencer agrees to avoid mentioning the following agreed competitors of The Advertiser. The Influencer agrees to abide by all guidelines set in the Brand Rule Guidelines (for example,

all blog posts, social media statuses, tweets, and/or comments should be in good taste and free of inappropriate language and/or any content promoting bigotry, racism, or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age).

ARTICLE 7 - APPROVAL AND CONTENT ORIGINATION

The Influencer understands that all promotions and products they promote as part of this agreement are controlled by the Advertiser. The Influencer assumes all responsibility for verifying that the campaign materials used meet the Advertiser's approval.

ARTICLE 8 - CONFIDENTIALITY

During the course of the Influencer's performance of services for the Advertiser, the Influencer will receive, have access to and create documents, records and information of a confidential and proprietary nature to the Advertiser and customers of the Advertiser.

The Influencer acknowledges and agrees that such information is an asset of the Advertiser or its clients, is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of the Advertiser and its clients must be kept strictly confidential and used only in the performance of the Influencer's duties under this Agreement.

The Influencer agrees that he/she will not use, disclose, communicate, copy or permit the use of disclosure of any such information to any third party in any manner whatsoever except to the existing employees of the Advertiser or as otherwise directed by the Advertiser in the course of the Influencer's performance of services under this Agreement, and thereafter only with the written permission of the Advertiser.

Upon termination of this Agreement or upon the request of the Advertiser, the Influencer will return to the Advertiser all of the confidential information, and all copies or reproductions thereof, which are in Influencer's possession or control. The Influencer agrees that during the tenure of this contract, and for a three month term afterward, the Influencer will not undertake influencer marketing for a competitor in the same vertical as the Advertiser.

ARTICLE 9 - COMPENSATION

This includes any agreed bonus incentives should the Influencer meet the agreed targets. The Influencer will otherwise perform the services at his/her own expense and use his/her own resources and equipment.

The Influencer acknowledges that the agreed upon compensation represents the Influencer's entire compensation with respect to this agreement and the Advertiser shall have no other

obligation for any other compensation or expenses costs incurred by the Influencer in connection with the performance of its obligations under this agreement.

ARTICLE 10 - FORCE MAJEURE

If either party is unable to perform any of its obligations by reason of fire other casualty, strike, act or order of public authority, act of God, or other causes beyond the control of such party, then such party shall be excused from such performance during the pendency of such a cause.

ARTICLE 11 - INDEPENDENT CONTRACTOR

The Influencer is retained as an independent contractor of the Advertiser. The Influencer acknowledges and agree that (i) The Influencer is solely responsible for the manner and form by which the Influencer performs under this Agreement, and (ii) The Influencer is a self employed individual, who performs services similar to the services outlined in the attached Schedule of Services for various entities and individuals other than the Advertiser.

The Influencer is responsible for withholding and payment of all taxes and other assessments arising out of the Influencer's performance of services, and neither the Influencer nor any of the Influencer's employees or independent clients shall be entitled to participate in any employee benefit plans of the Advertiser.

ARTICLE 12 - CHOICE OF LAW

This Agreement shall be construed and enforced pursuant to the laws and decisions of the State of New York / USA.

Advertiser

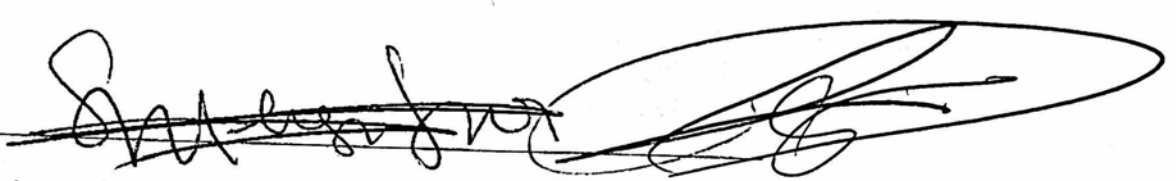
Signature: _____

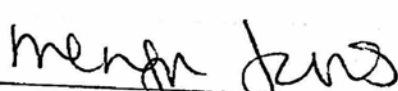
Date: _____

Influencer

Signature: _____

Date: _____







DATE	CONTENT	TOPIC	NOTES	LINKS TO TAG
Oct 30	IG story and IG post	Surgery reveal	Reveal upcoming surgery with us, what you're getting done, reasons why, TELL FOLLOWERS TO TUNE IN ON LIVE SURGERY, explain WHY you chose MPS over other plastic surgeons	IG @millennialplasticsurgery, @drdavidshokrian
Nov 1	IG countdown tool on STORY	Surgery reveal	Tell followers to tune in tomorrow for your live surgery	IG @millennialplasticsurgery, @drdavidshokrian
Nov 2	Ig live, IGTV of live, story repost linking original post (Igtv)	Prep, live surgery	Update followers as you get in for surgery, post op, how you feel	PIN ON LIVE AND TAG ON IGTV
Dec 2	1 MONTH IG post and story	Progress pic - classy summer outfit (quick video or tiktok style)	State how many weeks post op you are, show off results, how you feel	IG @millennialplasticsurgery, @drdavidshokrian
Jan 2, 2022	IG post and story	Progress pic - classy summer outfit (quick video or tiktok style)	State how many weeks post op you are, show off results, how you feel	IG @millennialplasticsurgery, @drdavidshokrian
Feb 2, 2022	IG post and story	Progress pic - classy summer outfit (quick video or tiktok style)	State how many weeks post op you are, show off results, how you feel	IG @millennialplasticsurgery, @drdavidshokrian
Mar 2, 2022	IG post and story	Progress pic - classy summer outfit (quick video or tiktok style)	State how many weeks post op you are, show off results, how you feel	IG @millennialplasticsurgery, @drdavidshokrian

Apr 2, 2022	IG post and story	Progress pic - classy summer outfit (quick video or tiktok style)	State how many weeks post op you are, show off results, how you feel	IG @millennialplasticsurgery, @drdavidshokrian
May 2, 2022	6 MONTHS IG post and story	Progress pic - classy summer outfit (quick video or tiktok style)	State how many weeks post op you are, show off results, how you feel	IG @millennialplasticsurgery, @drdavidshokrian
June 2, 2022	IG post and story	Progress pic - classy summer outfit (quick video or tiktok style)	State how many weeks post op you are, show off results, how you feel	IG @millennialplasticsurgery, @drdavidshokrian
July 2, 2022	IG post and story	Progress pic - classy summer outfit (quick video or tiktok style)	State how many weeks post op you are, show off results, how you feel	IG @millennialplasticsurgery, @drdavidshokrian
Aug 2, 2022	IG post and story	Progress pic - classy summer outfit (quick video or tiktok style)	State how many weeks post op you are, show off results, how you feel	IG @millennialplasticsurgery, @drdavidshokrian
Sept 2, 2022	IG post and story	Progress pic - classy summer outfit (quick video or tiktok style)	State how many weeks post op you are, show off results, how you feel	IG @millennialplasticsurgery, @drdavidshokrian
Oct 2, 2022	1 YEAR IG post and story	Progress pic - classy summer outfit (quick video or tiktok style)	State how many weeks post op you are, show off results, how you feel	IG @millennialplasticsurgery, @drdavidshokrian